From the standpoint of pure administrative efficiency there is much to be said in favor of the House of Lords' decision. Summary investigations would expedite the enforcement of the law where thousands of buildings must be inspected and perhaps condemned. But these advantages are overbalanced by the dangers of establishing a precedent that one may be deprived of property by what might become arbitrary executive authority upon evidence he has not seen and cannot know how to answer.

AEROPLANES AND ADMIRALTY. — It is probable that few lawyers have ever considered the possibility of bringing a libel in admiralty to enforce a lien for repairs to an aeroplane, and indeed the daring originality of such a suggestion makes it smack more of the "Highwayman's Case" [1] or the "Widow's Bill of Peace" [2] than a serious legal discussion. However, after an aeroplane had fallen in navigable waters of Puget Sound, such a libel was actually brought in a federal District Court. The court, of course, held that it had no jurisdiction in the matter. *The Crawford Bros., No. 2*, 215 Fed. 269. There are certain considerations which lend a measure of superficial plausibility to the contention that an aeroplane might be made subject to a maritime lien for repairs. Admiralty jurisdiction has been greatly extended in the past. In America it has been extended to all navigable waters, and everywhere scientific progress has rendered logical and necessary the inclusion of many kinds of vessels, such as the steamboat and the submarine, unheard of until the nineteenth century.[3] Furthermore, it seems feasible to apply many rules governing navigation of water to travel in the air. This is evinced by the fact that the code recommended by the International Juridic Committee on Aviation [4] is very similar to admiralty law in many respects. Nevertheless, it is perfectly clear that in the absence of legislation, only courts of general jurisdiction can entertain such a case as this.

The nearest approach to authority for the plaintiff's contention is a *dictum* that salvage might be awarded for salving goods dropped into the sea from a balloon.[5] This case, and the idea it advanced, that the law of salvage applied to objects found floating in the sea that were not ships or vessels, and had not been removed from ships or vessels at sea, was severely criticized in England,[6] although the question has been left open by the United States Supreme Court.[7] But whatever may be the law as to salvage, in general it is settled beyond question that admiralty jurisdiction can be attached only to craft capable of

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[1] 2 POTHIER, OBLIGATIONS (Evans, notes), p. 6, n. In this case a highwayman petitioned for an accounting of partnership proceeds obtained by robbery.

[2] 11 Hare 371, n. In this case a bill was brought to avoid multiplicity of suits by joining five hundred defendants who owed various debts to the plaintiff's deceased husband.

[3] An argument from this was pressed in the principal case.

[4] See LAW NOTES (April, 1914), p. 5.

[5] See Fifty Thousand Feet of Timber, 2 Lowell 64, 65.

[6] See The Gas Float Whitton, No. 2, [1896] P. 42, 61.

[7] See Cope *v.* Vallette Dry Dock Co., 119 U. S. 625, 630.

being used as a means of travel or transportation by water, or their cargoes,[8] and there appears to be no decided case in which a maritime lien for repairs has been enforced against an object of any other description. It is a very nice question whether a hydro-aeroplane may not fall within this rule, but there is nothing to indicate that the machine in the principal case was anything other than an ordinary aeroplane.

THE PROPER SCOPE OF THE DOCTRINE OF EQUITABLE SERVITUDES. — Since the time when Lord Cottenham created an equitable appendix to the law of servitudes,[1] the question as to the nature of these rights and the limits within which they should be enforced has been a vexing one. This extension of the law resulted from the narrow legal rules governing covenants running with the land and easements. In order that the burden may run with the land at law, in England the covenant must be between a lessor and lessee or their assignees,[2] to fulfill the requirement that there be privity of estate between the covenanting parties.[3] In some of the United States covenants have also been allowed to run when the covenantee's owning an easement in the covenantor's land constitutes the only privity of estate.[4] The law of easements was also strict. Not only was appurtenancy to a dominant tenement required,[5] except in a few states,[6] but also, from the principle that easements must not create rights of an unusual or capricious character,[7] the kinds of easements became limited, and with a few exceptions were not recognized in the case of negative restrictions on the servient tenement.[8]

The cases in which equity first enforced restrictive agreements did not purport to add to the law of easements and covenants, but based their relief on the principle that it was inequitable, because of unjust enrichment, for a person who had notice to take property free from a restrictive contract which the owner had made concerning its use.[9]

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[8] The Big Jim, 61 Fed. 503. See authorities cited in The Starbuck, 61 Fed. 502, and AMES, CASES ON ADMIRALTY, 75, n. Flotsam, jetsam, and ligan must of course be embraced in the term "cargo" to render the above statement accurate.

[1] Tulk *v.* Moxhay, 2 Ph. 774.

[2] STAT. 32 HEN. VIII., c. 34, enlarged the common-law rules which had allowed only the assignee of the lessee to sue and be sued.

[3] Keppell *v.* Bailey, 2 My. & K. 517; Austerberry *v.* Corporation of Oldham, 29 Ch. Div. 750, 781.

[4] Morse *v.* Aldrich, 36 Mass. 449.

[5] Rangeley *v.* Midland Ry., L. R. 3 Ch. 310; see also Ackroyd *v.* Smith, 10 C. B. 164.

[6] Goodrich *v.* Burbank, 94 Mass. 459.

[7] Per Lord Brougham, Keppell *v.* Bailey, *supra*, at 534; Hill *v.* Tupper, 2 H. & C. 121. See GALE, EASEMENTS, 8 ed., ch. 3, for a compilation of the various kinds of easements allowed at law in England.

[8] GALE, EASEMENTS, p. 24, names only three negative easements which are recognized in England, *i. e.*, easements for light and air, for support of neighboring soil, and to receive the flow of water in an artificial stream.

[9] Tulk *v.* Moxhay, *supra*; Haywood *v.* Brunswick Permanent Benefit Building Society, 8 Q. B. D. 403. In Hall *v.* Ewin, 37 Ch. Div. 74, 79, Colton, L. J., said "If a man buys land subject to a restrictive covenant, he regulates the price accordingly," and concludes that it would be unfair to let him now have the land unrestricted. Dean Ames supported this view. AMES, LECTURES ON LEGAL HISTORY, p. 385.